

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number S1035/0030 Mine Name South Farm
Operator _____ Date _____
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure 2014 - 10062014

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014 - 10062014

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014 - 10062014

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

Account Number:

110060743

Account Name: UST - OGM - R.A. Johnson Excavating Inc.

Tran #: 19949279

Admin Name: Raylyn Daniel - UST 801-844-8523

Date: 09/26/2014

This check constitutes payment of the following:

Escrow Disbursements

final release of acct:

Paid For:

Amount: \$20,545.93

110060743

Payee:

R.A. Johnson Excavating Inc.
c/o UST
350 N State Street, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 40092654

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110060743

Zions First National Bank
Salt Lake City, Utah
801-844-7089

UST - OGM - R.A. Johnson Excavating Inc.

Trust Account

9/26/2014

\$20,545.93*

Twenty Thousand Five Hundred Forty Five Dollars & 93/100

Pay to the Order Of:

R.A. Johnson Excavating Inc.
c/o UST
350 N State Street, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED
JUL 20 2006
Div. of Oil, Gas & Mining

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **R.A. Johnson Excavating Inc.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/035/030** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of discrete sections of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

R.A. JOHNSON EXCAVATING INC.
Operator Name

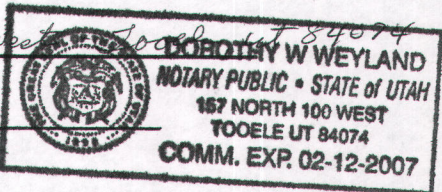
By Robert A. Johnson
Authorized Officer (Typed or Printed)
Robert A. Johnson - President
Authorized Officer - Position

[Signature] 7/13/06
Officer's Signature Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 13th day of July, 2006,
Robert A. Johnson personally appeared
before me, who being by me duly sworn did say that he/she is an OWNER
(owner, officer, director, partner, agent or other (specify)) of the Operator
and duly acknowledged that said instrument was signed on behalf of said
Operator by authority of its bylaws, a resolution of its board of directors or
as may otherwise be required to execute the same with full authority and
to be bound hereby.

Dorothy W. Weyland
Notary Public
Residing at 157 North 100 West, Tooele UT 84074
02-12-2007
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

Date 8/31/06

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 31 day of August, 2006, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

5/08/2010
My Commission Expires:

☒ APPROVED

FACT SHEET

Commodity: Landscape Rock

Mine Name: South Farms

County: Salt Lake

Acres: 5

Operator Name: R.A. Johnson Excavating Inc.

Operator Address: PO Box 301, Magna, Utah 84044

Operator Telephone Number: 801 301 8897 (cell), 801 972 0809 (office)

Operator email Address: johnsonsrockpit@msn.com

Surety: Cash

Surety Amount: \$5,000.00

Account Number: to be issued, attachment A

Contact: Beth Ericksen, Division of Oil, Gas and Mining 801 538 5319

Tax ID: _____

Escalation year: 2009

RECEIVED
JUL 20 2006
Div. of Oil, Gas & Mining



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 3, 2014

Ann Pedroza
State of Utah, Office of State Treasurer
E315 State Capitol Complex
Post Office Box 142315
Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer, RA Johnson Excavating, Inc., South Farm Small and Large Mine Projects, S/035/0030 and M/035/0034, Salt Lake County, Utah

Dear Ms. Pedroza:

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the referenced projects. The operator has requested that a portion of the surety be released, and the Division and Herriman City concur with the release as follows:

Operator	Total Principal in Account	Mine Name	Permit Number	Amount to be Released	Amount to Remain in Account	Account Number
RA Johnson Excavating Inc.	\$19,620	South Farm	M/035/0034	\$14,620 plus interest	\$0	
		South Farm	S/035/0030	\$5000 plus interest	\$0	

Please make the check to the operator and submit the funds to the Division.

If you have any questions or require further discussion regarding this letter, please contact Penny Berry, bond coordinator, at 801-538-5291, or by e mail at pennyberry@utah.gov.

Sincerely,

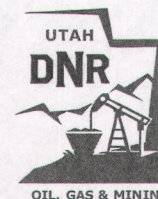
Dana Dean, P.E.
Associate Director

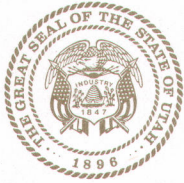
DD:lah:pb

cc: bthomas@herriman.org

Robert Johnson, R. A. Johnson Excavating

P:\GROUPS\MINERALS\WP\M035-SaltLake\M0350034-SouthFarms\final\CASHRel-6148,6149-09022014.docx





EDWARD T. ALTER, CPA
STATE TREASURER

STATE OF UTAH

OFFICE OF STATE TREASURER
E315 STATE CAPITOL COMPLEX
P. O. Box 142315

SALT LAKE CITY, UTAH 84114-2315

TEL: (801) 538-1042
FAX: (801) 538-1465
TDD: (801) 538-1042

ROBERT C. KIRK
CHIEF DEPUTY STATE TREASURER

CHRISTINE M. BRANDT
STATE INVESTMENT OFFICER

August 10, 2006

RECEIVED

AUG 10 2005

Div. of Oil, Gas & Mining

Ms. Beth Ericksen
Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Dear Ms. Ericksen:

I hereby certify that, on July 27, 2006, R. A. Johnson Excavating Inc. deposited with the Utah State Treasurer cash or securities valued at \$5,000.00 and described as follows:

Interest bearing escrow account # held at Zions First National Bank

The above described securities have been deposited and assigned to the Utah State Treasurer as a Reclamation Surety as required by Section 40-8-14 Utah Code Annotated, and will be held by the Utah State Treasurer until release is requested by the Division of Oil, Gas & Mining.

Sincerely,

Coleen Hackwell
Financial Analyst

S10351030
South Farms

Attachment A

ROBERT A JOHNSON EXCAVATING INC 04/94 5494
 (801) 250-0298 / (801) 972-0809
 P.O. BOX 391
 3196 SOUTH 7200 WEST
 MAGNIA, UT 84044

DATE 7-13-06

PAY TO THE ORDER OF State of Utah Div of oil and Gas and Mining \$5000.00
 Five thousand and 00/100 DOLLARS

Magna Office
 8376 West 3500 South
 Magna, Utah 84034
 www.zionsbank.com

FOR 536 Surety: Cash Monthly Payment

Cash RECEIPT

Date July 26 06

MINERALS BOND

\$5000

Permit Number	S10351030
Operator	RA JOHNSON Excavating Inc.
Received by	Rth
Signature	I confirm the dollar amount of this check is correct <u>RJ</u>

M0350034 -

From: Paul Baker
To: Heppler, Leslie
CC: Berry, Penny
Date: 9/30/2011 4:53 PM
Subject: South Farms

I've been reviewing the spreadsheet you gave me. You wanted bond renewal dates filled in, and I've done that for most (all?) of the operations where we have bonds.

One of the problem mines I encountered was South Farms. We have two permit numbers for RA Johnson Excavating, S/035/0030 and M/035/0034. This is a landscape rock operation that was just outside Herriman as it existed in about 2007. They gave us \$5000 for a small mine which we approved. They also submitted an LMO which included the same area as the SMO. If I remember right, we reviewed the LMO but never got a response. In the meantime we also asked for a total bond of \$19,620 for the entire area which I believe was 9.8 acres. We have a total of \$19,620 which in FoxPro is split up between the two permits, \$5000 in S/035/0030 and \$14,620 for M/035/0034. The LMO was never approved, but I believe they continued to mine. I don't know the current status.

I also don't know whether the area is incorporated. As I think you know, a lot of the land in the area was annexed by Herriman, and I suspect this area was included. For that reason we probably can't do a 10-acre small mine.

I suggest that the next time you're in the area you look at the mine. I believe we have enough bond for a 10-acre operation like this, but I don't know whether they are still confined to 10 acres.

I added bond renewal dates in FoxPro (10/15/2010) for the two operations based on information in the reclamation contract and a request letter we sent them.

Paul Baker
Minerals Program Manager
Utah Division of Oil, Gas and Mining
801-538-5261
Fax 801-359-3940
Normal work hours MTWF 7 AM to 6 PM; off Thursdays.
Office hours M-F 8 AM to 5 PM



State of Utah

**Department of
Natural Resources**

MICHAEL R. STYLER
Executive Director

**Division of
Oil, Gas & Mining**

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

August 24, 2006

TO: File

THRU: Susan White, Mining Program Coordinator *SMW*

FROM: Paul Baker, Reclamation Biologist *PB*

SUBJECT: Justification for Surety Amount, Robert Johnson Excavating, South Farms Project, M0350030, Salt Lake County, Utah

The surety required for this project is \$5000.00 for five acres. This is less than would normally be required because the operator will be taking rock from the surface. No backfilling or regrading would be required to reclaim this site, and it is close enough to populated areas that mobilization costs would be relatively little. The disturbed area would only need to be scarified and seeded.

O:\M035-SaltLake\S0350030-SouthFarms\final\memo-bond-08242006.doc

*noted - [signature]
m. [signature]
8/30*